

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND BROOKS, ROCHA, COLBY & RICE, PLLC FOR THE PROVISION OF LEGAL SERVICES IN THE PRACTICE AREAS OF SPECIAL COUNSEL FOR CITY BOARDS OR SPECIAL MAGISTRATE HEARINGS, SPECIAL HEARING OFFICER/MAGISTRATE SERVICES; POLICE MATTERS, CODE ENFORCEMENT ISSUES, AND MISCELLANEOUS GOVERNMENTAL MATTERS AS MAY BE REASONABLY REQUIRED BY THE CITY ATTORNEY, FOR A FIVE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$200,000.00/YEAR, AUTHORIZING EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires outside counsel to provide services in the practice area of special counsel for city boards or special magistrate hearings, special hearing officer/magistrate services, police matters, code enforcement issues, and miscellaneous governmental matters as may be reasonably required by the City Attorney; and

WHEREAS, Brooks, Rocha, Colby & Rice, PLLC (the “Firm”) is uniquely qualified to provide legal services to the City in the areas of the law, and to serve as a legal advisor to a board, and/ or serve as special magistrate as may be needed;

WHEREAS, the Agreement for the Provision of Legal Services is consistent with the previously approved agreements with outside firms and this would add a firm to the list of eligible law firms for outside services when needed;

WHEREAS, it is in the best interest of the City to enter the Agreement for the Provision of Legal Services with the Firm until September 30, 2031, in an amount not to exceed \$200,000.00/year in the form attached to this Resolution.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Agreement for the Provision of Legal Services by and between the City of Tampa, Florida, and the Firm until September 30, 2031, for an amount not to exceed \$200,000.00/year is hereby approved in the form attached hereto or in substantially similar form.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal to, said Agreement on behalf of the City.

Section 3. That the other proper officers of the City of Tampa are hereby authorized to do all things necessary and proper to carry out the terms and conditions of this Resolution, which shall take effect immediately upon its adoption.

Section 4. That this Resolution shall become effective upon its adoption.

PASSED and ADOPTED by the City Council of the City of Tampa, Florida, on

_____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIR / CHAIR PRO-TEM CITY COUNCIL

PREPARED AND APPROVED
AS TO LEGAL SUFFICIENCY:

e/s

Michael Schmid,
Assistant City Attorney

AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

THIS AGREEMENT FOR THE PROVISION OF LEGAL SERVICES (herein "Agreement") is made and entered into as of this ___ day of _____, 2026 (the "Effective Date"), by and between the City of Tampa, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), with an address for purposes of this Agreement of c/o Office of the City of Attorney, 315 E. Kennedy Blvd., 8th Floor, Tampa, Florida 33602, Attn: City Attorney, and Brooks, Rocha, Colby & Rice (the "Firm"), with an address for purposes of this Agreement of 400 North Tampa Street, #191, Tampa, Florida 33602.

RECITALS:

WHEREAS; the City and the Firm desire to enter into this Agreement in order to establish the terms and conditions for the provision of legal services by the Firm to the City in the area of code enforcement and code enforcement special magistrate; and

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing "Recitals", which are true and correct and are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the Firm agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

A. The Firm shall provide legal services as needed to the City in connection with the practice areas of special counsel for city boards or special magistrate hearings; special hearing officer/magistrate services; police matters; code enforcement issues; and miscellaneous governmental matters as may be reasonably required by the City Attorney.

B. Specific cases and/or matters falling within the general scope or category of legal services described in Article I. Section A., above, shall be assigned by the City Attorney, or the authorized designee of the City Attorney in writing, and upon such assignment, will be performed by the Firm in a manner prescribed by the City Attorney. If the Firm is currently providing legal services to the City, the Firm shall continue doing so in the manner previously prescribed by the City Attorney.

**ARTICLE II
TERM AND SCOPE OF AGREEMENT**

A. The term of this Agreement shall commence as of the Effective Date until September 30, 2031, unless terminated sooner as permitted or required herein.

**ARTICLE III
COMPENSATION AND COMPENSABLE EXPENSES**

A. Unless expressly provided for in this Agreement, total compensation for all services provided by the Firm to the City under this Agreement (including any reimbursable expenses incurred by the Firm) shall not exceed a total of Two Hundred Thousand and NO/100ths Dollars (\$200,000.00) in any City fiscal year that this Agreement is in effect unless further authorization and amendment is approved by the City in accordance with Article VII below; provided, however, the payment of any fees and expenses to the Firm is also subject to City Council's approval of any required annual appropriation of funds for outside legal services or any budget amendment(s) required for outside legal services in any City fiscal year that this Agreement is in effect as well. The City's fiscal year commences on October 1 and ends on September 30 of the following calendar year. In the event no funds or insufficient funds are appropriated for the legal services being provided by the Firm, the City will notify the Firm in writing of such occurrence and this Agreement shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

B. Subject to the limitations contained in this Article III, the City shall pay the firm as consideration for legal and consulting services rendered pursuant to this Agreement the following hourly rates with time and fees calculated on the basis of every 1/10 of an hour of work performed:

1. \$250.00 per hour Shareholder or Partner
2. \$95.00 per hour other staff

C. In connection with the reimbursement of out-of-pocket travel expenses, the Firm shall comply with the required billing practices of the City Attorney, which are as follows:

1. All out of pocket expenses incurred by the Firm in its representation of the City in excess of \$100 per billing period must be pre-approved in writing by the Office of City Attorney.
2. The Firm's travel time within Hillsborough County is not compensable or billable (portal to portal billing is also expressly prohibited).
3. Payment for any expenses for travel outside of Hillsborough County and associated per diem costs that may be incurred by the Firm must be pre-approved in writing by the City Attorney and comply with applicable City reimbursement policies for such costs for City employees.
4. No charge should be made by the Firm for the use of Westlaw, Lexis or other legal research database.
5. **No outside experts or other services may be incurred by the Firm for payment by the City without prior written authorization by the City Attorney or the City Attorney's designee.**

6. Subject to the foregoing limitations, reimbursement shall be made by the City to the Firm for reasonable out-of-pocket expenses incurred by the Firm, without mark-up, including, but not limited to: postage, court costs, appeal expenses, parking costs, witness fees, expert fees, discovery costs and travel (travel within Hillsborough County excluded), incurred by the Firm in the performance of legal work assigned to it by the City Attorney pursuant to this Agreement.

**ARTICLE IV
INVOICES & PAYMENTS**

Unless specifically directed otherwise by the City Attorney, the Firm shall submit invoices to the City Attorney's Office on a monthly basis, and a separate invoice will be required for each case or matter specifically assigned by the City Attorney to the Firm, with the specific case or matter clearly noted on the face of that invoice. Each monthly invoice shall also provide a detailed description of the services performed, the date thereof and the identity and amount of time that each attorney and/or paralegal in the Firm has spent on each task, unless otherwise approved by the City Attorney. Original receipts for any out-of-pocket expenses for which the Firm seeks reimbursement must be submitted with each invoice together with a reasonable amount of detail for each such expense as agreed to by the Firm and the City Attorney. Upon receipt and verification of such statements the City shall pay the Firm within reasonable time after receiving the same.

**ARTICLE V
FIRM'S REPRESENTATION OF OTHER CLIENTS &
COMPLIANCE WITH CITY ATTORNEY'S CONFLICT OF INTEREST POLICY**

The Firm (including any individual member or attorney in the Firm) does not currently and will not represent clients against the City in any matter or claim arising out of or in any way related to its representation of the City or its representation of an individual employed by the City. In addition, the Firm (including any individual member or attorney in the Firm) will not represent clients with an interest actually or potentially adverse to the City in any other claim, litigation or administrative proceeding unless, (i) that representation is first disclosed to the City Attorney, in writing, including any specific details regarding the proposed representation and the nature of the adverse interest, and (ii) the Firm has received the consent of the City Attorney to such representation in writing after the required disclosure. However, the Firm's representation of the City shall not be deemed to constitute a conflict affecting the Firm's general ability to represent clients generally before City Council, City Boards (so long as the Firm does not also serve as conflict counsel for that City Board), and City Departments, and no written consent by the City Attorney is required in those limited circumstances.

In addition to the foregoing, the Firm agrees that in connection with this Agreement and its representation of the City that the Firm (including any individual member or attorney in the Firm) will fully comply with: (1) the Florida Bar Rules of Professional Conduct; (2) the City's Ethics

Code as set forth in Chapter 2 of the City Code; (3) any applicable state ethical laws and requirements; and (4) other conflict of interest policy of the City Attorney as may be amended from time to time.

**ARTICLE VI
NONASSIGNABILITY**

The Firm may not assign this Agreement, in whole or part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise, without the prior written approval of the City.

**ARTICLE VII
MODIFICATION, AMENDMENT OR EXTENSION**

This Agreement may not be modified, amended or extended verbally or by conduct but only by writing duly executed by the parties in accordance with the Charter of the City; provided, however, either party may change its address for purposes of this Agreement by notifying the other party in writing of the new address, and no amendment or modification to this Agreement is required in that instance.

**ARTICLE VIII
TERMINATION**

The City may discharge the Firm and terminate this Agreement at any time, with or without cause upon written notice of termination executed by the City Attorney. In such event, however, City shall remain obligated to compensate the Firm for all services rendered and authorized expenses incurred through the date of termination. The Firm may terminate services to the City and this Agreement, with or without cause, upon reasonable notice of not less than thirty (30) days prior written notice. Upon conclusion of the Firm's representation of the City for any reason, the Firm shall promptly deliver all records, notes, memos, e-mails and other materials related to the Firm's representation of the City to the City Attorney consistent with Article IX, Section B hereof.

**ARTICLE IX
COMPLIANCE WITH LAWS**

The Firm agrees that: (i) the Firm will comply with all applicable federal, state and local laws, ordinances, regulations and requirements, including all applicable codes and ordinances of the City, as amended from time to time; and (ii) the City may immediately terminate this Agreement if the Firm fails to comply with all such applicable laws, ordinances, regulations and requirements. Without limiting the foregoing requirements, the Firm specifically agrees and affirms that:

A. The Firm is and will remain in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, the City Charter, the City's Ethics Code (Chapter

2, Article VIII, City of Tampa Code of Ordinances), and Chapter 12 of the City of Tampa Code of Ordinances (“Human Rights”). Without limiting the foregoing, the Firm does not and will not discriminate in any form or manner against the Firm’s employees or applicants for employment on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

B. The Firm agrees to comply with Florida’s Public Records Law in connection with any legal services provided by it to the City, and specifically will: (1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the Firm; (2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records, and transfer, at no cost, to the City all public records in possession of the Firm upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY ATTORNEY AT 813-274-8996, CARL.BRODY@TAMPAGOV.NET, AND MAILING ADDRESS OF OFFICE OF THE CITY ATTORNEY, OLD CITY HALL, 6TH FLOOR, 315 E. KENNEDY BLVD., TAMPA, FL 33602.

**ARTICLE X.
MISCELLANEOUS PROVISIONS**

A. The laws of the State of Florida (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance or enforcement. The parties to this Agreement submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

B. In accordance with Section 287.135(5), Florida Statutes, the Firm hereby certifies and affirms that: (A) the Firm is NOT either on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and (B) if the RFQ or this Agreement results in a contract for goods or services of \$1 million or more, the Firm is NOT on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section

215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. If the City later determines that this provision constitutes a false certification from the Firm under Section 287.135(5), Florida Statutes, or if the Firm is found to be later in violation of the foregoing certification by the City, the City shall terminate this Agreement or any other contract awarded to the Firm in connection with the RFQ after it has provided notice and an opportunity to demonstrate that the City's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes. The Firm hereby represents and warrants that neither the Firm nor any of its members, partners, shareholders, associates or employees has or will use coercion for labor or services as defined in Section 787.06, Florida Statutes. The Firm shall also executed an affidavit in the form attached here to as Exhibit B as required by Section 787.06(13), Florida Statutes.

C. Prior to commencing any services under this Agreement, the Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of this Agreement by the Firm in accordance with the insurance requirements which are attached hereto as attached Exhibit A and are incorporated herein by this reference, unless expressly waived by the City Attorney.

ARTICLE XI. HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XII. PRIOR AGREEMENTS

This Agreement shall amend, replace, and supersede all existing or prior agreements between the City and the Firm.

ARTICLE XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which counterparts, when taken together, shall be deemed to be one and the same instrument. A facsimile, PDF or electronic signature of this Agreement by either party shall be deemed effective as an original signature by that party to this Agreement.

THE PARTIES hereto have executed this Agreement as of the Effective Date first above written.

ATTEST:

CITY OF TAMPA

CITY CLERK/DEPUTY CITY CLERK

JANE CASTOR, MAYOR

[Name of Law Firm/Lawyer]

Authorized Signatory

Name: _____

(Printed or Typed)

Title: _____

PREPARED BY AND APPROVED
AS TO LEGAL SUFFICIENCY:
Michael Schmid (E/S)
Michael Schmid, Assistant City Attorney

Section 787.06(13), Fla. Stat. (2024) Compliance Affidavit

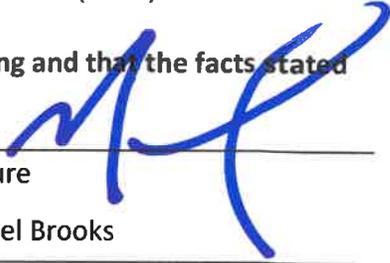
STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared Michael Brooks ("Affiant") who, being first duly sworn and under oath, deposes and says as follows:

1. This Affidavit is subscribed for the purpose of compliance with Section 787.06(13), Fla. Stat. (2024) as it relates to anti-human trafficking and contracting with a governmental entity.

2. Affiant, on behalf of himself/herself or as Manager of Brooks, Rocha, Colby & Rice, PLLC (the "Firm") hereby attests and affirms that the Firm does not use coercion for labor or services as defined in Section 787.06, Fla. Stat. (2024).

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated herein are true and correct.



Signature

Michael Brooks

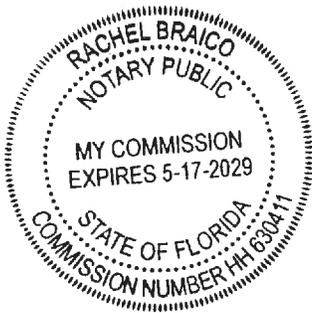
Print or Type Name

Manager

Title (if applicable)

SWORN TO and subscribed before me by means of physical presence or online notarization, this 19th day of February, 2026 by Michael Brooks ~~on behalf of himself/herself or as~~ Manager of Brooks, Rocha, Colby & Rice, PLLC, who is personally known to me ~~or who provided~~ _____ as identification.

[AFFIX NOTARY SEAL/STAMP]





Signature of Notary

Rachel Braico

Print or Type Name

Notary Public: State of Florida

My Commission Expires: 5/17/29

EXHIBIT A TO AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

- CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, or employees of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

A. **Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. **Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. **Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

D. **Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

E. **Malpractice/Professional Liability Insurance** on an occurrence or claims made form, coverage shall cover any act or omission in the rendering of professional services pursuant to the award/contract in accordance with the laws of the State of Florida.

\$1,000,000 per claim and an annual aggregate of not less than \$2,000,000

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award

contact) address as stated in the Agreement with a copy to the following: Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

REVISED 3/13/2020